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RECORDATION NO. 17977-A OF COUNSEL
FILED 1425 URBAN A. LESTER

JAN 4 1993 -3 - PM

INTERSTATE COMMERCE COMMISSION

January 4, 1993

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

17977-A

RECORDED
JAN 4 9 01 PM '93

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are six (6) fully executed and acknowledged copies of a Locomotives Rebuild/Interim Lease/Purchase Agreement Termination (Partial) dated as of December 31, 1992, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Locomotive Rebuild/Interim Lease/Purchase Agreement dated as of October 1, 1992 which document was filed and recorded with the Commission on October 9, 1992 under Recordation Number 17977.

The names and addresses of the parties to the enclosed document are:

Southern Pacific Transportation Company
One Market Plaza
San Francisco, California 94105

Electro-Motive Division
General Motors Corporation
LaGrange, Illinois

A description of the railroad equipment covered by the enclosed document is ten (10) locomotives bearing road numbers 7321, 7333, 7625, 8301, 8305, 8306, 8351, 8491, 8494, 8549

Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return five (5) stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

Countersigned

Mr. Sidney L. Strickland, Jr.
January 4, 1993
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A short summary of the enclosed secondary document to appear in the
Commission's Index is:

Release of ten (10) locomotives

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

JAN 4 1993 -3 10 PM

LOCOMOTIVE REBUILD/INTERIM LEASE/ INTERSTATE COMMERCE COMMISSION
PURCHASE AGREEMENT TERMINATION

(PARTIAL)

This terminates the Locomotive Rebuild/Interim Lease/Purchase Agreement, dated as of October 1, 1992, ("*Rebuild Agreement*") between SOUTHERN PACIFIC TRANSPORTATION COMPANY ("*Railroad*") a Delaware corporation, and ELECTRO-MOTIVE DIVISION, GENERAL MOTORS CORPORATION ("*EMD*"), a Delaware corporation only with respect to the following locomotives: Road Nos. 7321, 7333, 7625, 8301, 8305, 8306, 8351, 8491, 8494 and 8549 (hereinafter referred to as "*Terminated Equipment*"). The Rebuild Agreement and the hereinafter described recordation with the Interstate Commerce Commission ("*ICC*") with respect to locomotives listed on *Exhibit B* hereto continues in full force and effect.

WHEREAS, Railroad and EMD executed a Locomotive Rebuild/Interim Lease/Purchase Agreement, dated as of October 1, 1992, relating to the equipment described in *Exhibit A* hereto ("*Locomotives*");

WHEREAS, the Rebuild Agreement was duly filed for recordation with the Interstate Commerce Commission ("*ICC*") pursuant to 49 U.S.C. Section 11303, as recorded on October 9, 1992 at 10:00 a.m. Recordation No. 17977.

WHEREAS, the parties hereto desire to terminate and cancel the Rebuild Agreement with respect to the Terminated Equipment and to record this termination and cancellation;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Railroad and EMD agree as follows:

1. Railroad and EMD hereby terminate and cancel the Rebuild Agreement, effective December 31, 1992 with respect to the Terminated Equipment.
2. The parties agree to record this Agreement with the ICC so as to release the lien against the Terminated Equipment constituted by the Rebuild Agreement.
3. The parties agree that the Rebuild Agreement and the above mentioned recordation with the ICC shall continue in full force and effect with respect to locomotives listed on *Exhibit B* hereto.

4. This Agreement may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Railroad and EMD have each caused this Termination Agreement to be duly executed by their authorized officers as of the day and year first above written.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By: 

Title: Vice President Transportation -
Quality

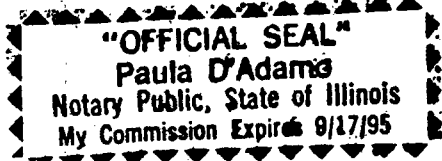
ELECTRO-MOTIVE DIVISION
GENERAL MOTORS CORPORATION

By: 

Title: Asst. Secretary

State of Illinois)
County of Cook) ss.

On this 29th day of December, 1992, before me personally appeared Keith A. McCanless, to me personally known, who, being by me duly sworn, did say that he is an Assistant Secretary of Electro-Motive Division, General Motors Corporation, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.



Paula D'Adamo
Notary Public

My commission expires:

April 12, 1992



State of Illinois)
County of Cook) ss.

On this 29th day of December, 1992, before me personally appeared Lloyd G. Simpson, to me personally known, who, being by me duly sworn, did say that he is a Vice President Transportation Quality of Southern Pacific Transportation Company, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Joanne Bruen
Notary Public

My commission expires:

October 14, 1996



Locomotive Numbers

(ALL SOUTHERN PACIFIC TRANSPORTATION COMPANY)

7303	8481	9328
7308	8482	9329
7314	8483	9330
7316	8484	9333
7320	8486	9335
7321	8527	9337
7323	8548	9343
7326	8549	9345
7331	8557	9347
7333	8559	9359
7335	9194	9361
7336	9197	9362
7338	9201	9365
7400	9207	9366
7486	9231	9367
7609	9238	9368
7611	9242	9372*
7613	9243	9373*
7615	9245	9375*
7616	9250	9378*
7617	9254	9381*
7620	9273*	9385*
7623	9276*	9387*
7625	9282*	9391*
8301	9287*	9392*
8304	9288*	9395*
8305	9294*	9396*
8306	9298*	9400*
8316	9299*	9401*
8350	9300*	9402*
8351	9308	9403*
8352	9311	9404*
8355	9313	
8365	9314	

Formerly owned by St. Louis Southwestern Railway Company and sold to Southern Pacific Transportation Company.

Locomotive Numbers

(ALL SOUTHERN PACIFIC TRANSPORTATION COMPANY)

7303	8491	9328
7308	8492	9329
7314	8493	9330
7316		9333
7320	8496	9335
	8527	9337
7323	8548	9343
7326		9345
7331	8557	9347
	8559	9359
7335	9194	9381
7336	9197	9382
7338	9201	9385
7400	9207	9386
7486	9231	9387
7609	9238	9388
7611	9242	9372*
7613	9243	9373*
7615	9245	9375*
7616	9250	9378*
7617	9254	9381*
7620	9273*	9385*
7623	9276*	9387*
	9282*	9391*
	9287*	9392*
8304	9288*	9395*
	9294*	9396*
	9298*	9400*
8316	9299*	9401*
8350	9300*	9402*
	9308	9403*
8352	9311	9404*
8355	9313	
8365	9314	

* Formerly owned by St. Louis Southwestern Railway Company and sold to Southern Pacific Transportation Company.